

City of Waukegan Signals; County Maintenance:
Master Agreement

Accounts Payable (1) cert.
Transportation (2) cert.

STATE OF ILLINOIS)

COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

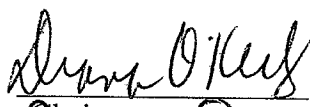

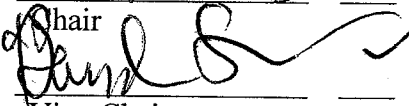
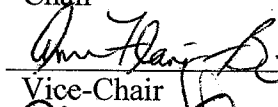
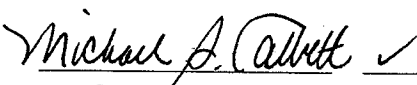
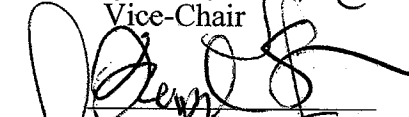

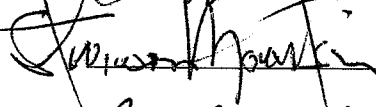
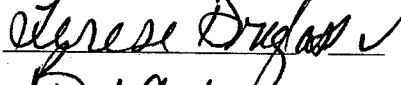
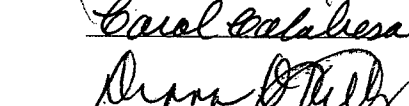
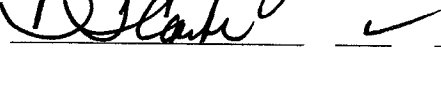
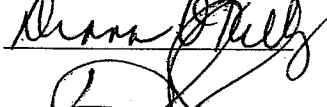
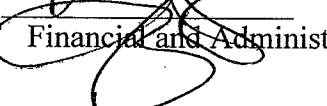
REGULAR JUNE, A.D. 2008 SESSION

JUNE 10, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute a new master agreement between Lake County and the City of Waukegan for the maintenance, sequencing and timing of various traffic control signals under the jurisdiction of the City of Waukegan.

WE RECOMMEND adoption of this resolution.

	Aye	Nay		Aye	Nay
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Chair			Chair		
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Vice-Chair			Vice-Chair		
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Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Lake County PASSAGE equipment is being installed within certain traffic control signals under the jurisdiction of the City of Waukegan; and

WHEREAS, with the advent of the PASSAGE system, Lake County is able to provide efficient sequencing and timing of certain signals owned by the City of Waukegan; and

WHEREAS, this County Board of Lake County Illinois, at its meeting of June 14, 2005, authorized a master agreement between Lake County and the City of Waukegan for the maintenance, sequencing and timing of traffic control signals under the jurisdiction of the City of Waukegan; and

WHEREAS, Lake County, by and through its Division of Transportation and the City of Waukegan, are desirous of entering into a new agreement providing the terms and conditions by which Lake County will provide sequencing and timing of certain signals while the City of Waukegan will provide routine maintenance, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County, Illinois, be authorized, and they are hereby directed to execute a master agreement by which the City of Waukegan will be financially responsible for the routine signal maintenance of traffic signals owned by the City of Waukegan, and Lake County will provide sequencing and timing of certain signals owned by the City of Waukegan. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

Dated at Waukegan, Illinois
this 10TH day of June 2008

**MASTER AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN
FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS
ASSOCIATED WITH CITY-OWNED TRAFFIC CONTROL DEVICES**

THIS MASTER AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the City of Waukegan, an Illinois Municipal Corporation, acting by and through its Mayor and City Council, hereinafter referred to as the CITY. The COUNTY and the CITY are hereinafter referred to collectively as "parties" to THIS MASTER AGREEMENT, and either one is referred to individually as a "party" to THIS MASTER AGREEMENT.

WITNESSETH

WHEREAS, THIS MASTER AGREEMENT defines responsibilities for the energy, maintenance and future costs of the traffic control signal devices with equipment, which may or may not contain street lights, emergency vehicle pre-emption system(s) (EVPS) and Lake County PASSAGE, which is the County's system of interconnected traffic signals, cameras and network equipment (hereinafter TRAFFIC SIGNALS) for the CITY-owned TRAFFIC SIGNALS (hereinafter CITY SIGNALS) located at intersections as listed in EXHIBIT A of THIS MASTER AGREEMENT; and,

WHEREAS, THIS MASTER AGREEMENT hereby terminates any and all prior agreements between the COUNTY and the CITY relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include the "Intergovernmental Agreement for Energy Costs, Maintenance Costs and Future Costs Associated with Traffic Signal Control Devices, Either with or without Interconnect" (executed on August 9, 2005); and,

WHEREAS, the CITY is desirous to perform ROUTINE MAINTENANCE upon certain CITY SIGNALS and that ROUTINE MAINTENANCE shall be understood to mean that as defined under the COUNTY's then current Traffic Signal Maintenance Contract, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the COUNTY has identified certain intersections, located in close proximity to one another, for which the safety and efficient flow of the motoring public would be best served by interconnecting the CITY SIGNALS at said intersections with the Lake County PASSAGE system; and,

WHEREAS, the proposed interconnection of certain CITY SIGNALS with the Lake County PASSAGE system results in the need for the COUNTY and the CITY to enter into a master agreement in order to (1) identify those CITY SIGNALS which will be included as an integrated part of the Lake County PASSAGE system, and (2) address the handling of energy costs, maintenance costs and future costs as these apply to said CITY SIGNALS;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the CITY do hereby enter into the following:

**SECTION I.
Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS MASTER AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS MASTER AGREEMENT shall control.

**SECTION II.
Energy Costs, Maintenance Costs and Future Costs for CITY SIGNALS**

1. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT hereby terminates any and all prior agreements between the COUNTY and the CITY relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include the "Intergovernmental Agreement for Energy Costs, Maintenance Costs and Future Costs Associated with Traffic Signal Control Devices, Either with or without Interconnect" (executed on August 9, 2005).
2. The CITY agrees to pay one-hundred percent (100%) of all energy costs required for the operation of all CITY SIGNALS located at intersections as listed in the attached EXHIBIT A. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said CITY SIGNALS.
3. The CITY shall monitor the operation of the EVPS located at any and all of the intersections as listed in the attached EXHIBIT A.
4. The CITY agrees to respond to all Joint Utility Locating Information for Excavators (JULIE) requests received, requesting information regarding the location and depth of underground cable for CITY SIGNALS and associated interconnect equipment.
5. The CITY agrees to exercise extreme caution when performing any work in the vicinity of CITY SIGNALS, so as not to damage, destroy or disconnect the fiber optic infrastructure or otherwise diminish the capabilities of the Lake County PASSAGE system. Should the CITY cause such damage to occur, the CITY shall immediately notify the COUNTY ENGINEER and immediately begin making repairs to said Lake County PASSAGE system. In the event the CITY or its

authorized contractor(s) cannot perform the repairs (or if the repairs are performed in a manner that is not to the satisfaction of the COUNTY ENGINEER), the COUNTY reserves the right to perform the repairs, subject to full reimbursement by the CITY. This provision of THIS MASTER AGREEMENT applies to CITY officials, officers, employees, agents, representatives, permittees and/or contractors.

6. It is mutually agreed by and between the parties hereto that from time to time that the CITY SIGNALS may require modernization, improvement, revision, replacement, major repairs, upgrading and/or interconnection with the Lake County PASSAGE system, hereinafter referred to as FUTURE WORK, having associated FUTURE COSTS.
 7. It is mutually agreed by and between the parties hereto that EXHIBIT A of THIS MASTER AGREEMENT may be amended by letter of concurrence signed by both parties to add or delete intersections at which CITY SIGNALS are located. Said additions or deletions may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs and FUTURE COSTS and will be reflected in said EXHIBIT A. The COUNTY's County Engineer (hereinafter the COUNTY ENGINEER) shall act on behalf of the COUNTY as said actions relate to changes to EXHIBIT A, and the chief elected official shall act on behalf of the CITY as said actions relate to changes to EXHIBIT A.
 8. The CITY agrees to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY per the cost-sharing schedule detailed in the attached EXHIBIT A.
 9. It is mutually agreed by and between the parties hereto that once certain CITY SIGNALS are interconnected with the Lake County PASSAGE system, those CITY SIGNALS shall, from time to time, require maintenance beyond that required of CITY SIGNALS not interconnected with the Lake County's PASSAGE system. These special maintenance items (hereinafter SPECIAL MAINTENANCE) shall include, but not be limited to, repairs related to the COUNTY's traffic signal communication network and shall be defined under the COUNTY's then current Traffic Signal Maintenance Contract.
 10. It is mutually agreed by and between the parties hereto that the CITY shall perform ROUTINE MAINTENANCE for the interconnected CITY SIGNALS, with no reimbursement by the COUNTY.
- It is further mutually agreed by and between the parties hereto that the COUNTY shall perform SPECIAL MAINTENANCE for interconnected CITY SIGNALS, with reimbursement by the CITY per the cost-sharing schedule detailed in the attached EXHIBIT A.
11. The CITY agrees that, by executing THIS MASTER AGREEMENT, the CITY concurs in the COUNTY award of the COUNTY's traffic signal maintenance contract in accordance with the standard policies and procedures as adopted and used by the COUNTY.

The CITY further agrees that the COUNTY's electrical maintenance contractor, as well as any

maintenance prices, may change at any time without prior written notice to the CITY.

12. The CITY agrees that the COUNTY shall have sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all CITY SIGNALS. Furthermore, the COUNTY agrees to coordinate with the CITY and share information relating to the sequence and all other aspects of phasing and timing of all CITY SIGNALS.
13. The CITY agrees that the COUNTY and their authorized agents shall enjoy the right of entry onto the CITY's rights-of-way, or other real estate onto which the CITY has been granted the right of entry, to inspect, maintain, install, re-time, re-phase, re-sequence, repair, update, modernize, reconstruct, and/or perform any work that is necessary as it relates to the CITY SIGNALS. Said right of entry shall remain in full force and effect for such a period of time as the intersection(s) at which said CITY SIGNALS, or any part thereof, are located are included in the attached EXHIBIT A.

The CITY further agrees that the COUNTY and their authorized agents shall enjoy the right of entry onto the CITY's rights-of-way, or other real estate onto which the CITY has been granted the right of entry, to perform any work deemed necessary, in the sole judgment of the COUNTY ENGINEER, in support of the Lake County PASSAGE program, including, but not limited to: the installation of the necessary conduits, cables and fiber optics to connect the COUNTY's County Buildings in the CITY to the COUNTY's Transportation Management Center, located at the Division of Transportation Office in Libertyville, Illinois. Said right of entry shall remain in perpetuity.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the CITY in accordance with the provisions of THIS MASTER AGREEMENT shall be made in a lump sum amount for the full amount of any invoice billings within thirty (30) days of the receipt of invoice billings from the COUNTY.
2. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that nothing contained in THIS MASTER AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner,

whatsoever. The CITY is to be and shall remain independent of the COUNTY with respect to all services performed under THIS MASTER AGREEMENT.

4. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS MASTER AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS MASTER AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS MASTER AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
5. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be deemed to take effect on **June 1, 2008**, provided the duly authorized agents of the Parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to June 1, 2008. In the event the date that the last authorized agent of the Parties hereto affix their signature to THIS MASTER AGREEMENT is subsequent to June 1, 2008, the effective date of THIS MASTER AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the Parties hereto affixes their signature.
6. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS MASTER AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS MASTER AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS MASTER AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS MASTER AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS MASTER AGREEMENT.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS MASTER AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Either of the parties hereto may terminate THIS MASTER AGREEMENT by giving thirty (30) days written notice, however, the COUNTY shall retain exclusive ownership and functional control, for the exclusive use of the COUNTY, of any single-mode or multi-mode fiber cable and appurtenances that is a part of the Lake County PASSAGE system, carrying traffic-related data to and between traffic signal controllers. The COUNTY ENGINEER shall specify what portion of the interconnected system shall be retained by the COUNTY for the aforesaid purposes of carrying traffic-related data to and between traffic signal controllers upon either party exercising their right of termination under this Provision.

Additionally, should either of the parties hereto elect to terminate THIS MASTER AGREEMENT, the COUNTY shall also retain exclusive ownership and functional control, for the exclusive use of the COUNTY, of that portion of the Lake County PASSAGE system providing intra-COUNTY connectivity (i.e., a data linkage between the COUNTY's County Buildings complex, located in the CITY and the COUNTY's Traffic Management Center, located in Libertyville, Illinois). The COUNTY ENGINEER shall specify what portion of the interconnected system shall be retained by the COUNTY for the aforesaid purposes of providing intra-COUNTY connectivity upon either party exercising their right of termination under this Provision.

It is further mutually agreed by and between the parties hereto that, should the CITY terminate THIS MASTER AGREEMENT pursuant the provisions of THIS MASTER AGREEMENT, the CITY shall be responsible for all remaining costs (with no reimbursement by the COUNTY) required to satisfy any and all contractual obligations to IDOT (as administrator for Federal Highway Administration) stipulated under the award of federal funding for the COUNTY's "Intelligent Transport System" public improvements project, which includes County Section Number 02-00268-06-TL and any and all federal funding used to improve CITY SIGNALS, including, but not limited to, the improvement of CITY SIGNALS performed under COUNTY's public improvements projects 08-00082-06-TL and 08-00279-06-TL.

11. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS MASTER AGREEMENT.
12. It is mutually agreed by and between the parties hereto that the COUNTY shall require its electrical maintenance contractor(s) to provide insurance coverage to indemnify, save harmless and defend the CITY against and hold it harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work performed on the CITY SIGNALS covered by the COUNTY's electrical maintenance contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the CITY, its agents, representatives, servants or employees.

EXHIBIT A **DIVISION OF COSTS**

Intersection	Effective Date	ROUTINE MAINTENANCE		SPECIAL MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		CITY %	COUNTY %	CITY %	COUNTY %	CITY %	COUNTY %
Butrick St. at Washington St.	5/1/2008	100	0	100	0	100	0
County St. at Washington St.	5/1/2008	100	0	100	0	100	0
Genesee St. at Washington St.	5/1/2008	100	0	100	0	100	0
Jackson St. at Washington St.	5/1/2008	100	0	100	0	100	0
Lewis Ave. at 10th St.	(1)	100	0	100	0	100	0
Lewis Ave. at 14th St.	(1)	100	0	100	0	100	0
Lewis Ave. at Ballentine St.	(1)	100	0	100	0	100	0
Lewis Ave. at Brookside Ave.	(1)	100	0	100	0	100	0
Lewis Ave. at Dugdale Rd.	(1)	100	0	100	0	100	0
Lewis Ave. at Glen Flora Ave.	(1)	100	0	100	0	100	0
Lewis Ave. at Harding Ave.	(1)	100	0	100	0	100	0
Lewis Ave. at Ridgeland Ave.	(1)	100	0	100	0	100	0
Lewis Ave. at Roger Edwards Ave.	(1)	100	0	100	0	100	0
Lewis Ave. at Sunset Ave.	(1)	100	0	100	0	100	0
Lewis Ave. at Washington St.	5/1/2008	100	0	100	0	100	0
Lewis Ave. at Williamsburg Dr.	(1)	100	0	100	0	100	0
McAree Rd. at Washington St.	5/1/2008	100	0	100	0	100	0
Sheridan Rd. at Washington St.	5/1/2008	100	0	100	0	100	0
M.L.King Jr. Ave. at Washington St.	5/1/2008	100	0	100	0	100	0
Washington Terr. at Washington St.	5/1/2008	100	0	100	0	100	0
West St. at Washington St.	5/1/2008	100	0	100	0	100	0

¹ The effective date for the addition of the intersection shall be the first full business day after which the CITY receives written notice by the COUNTY's COUNTY ENGINEER of the completion of the COUNTY's public improvements project 08-00082-06-TL.